


To: The Honorable Mayor and City Council

From: Jeff Geimer, Director of Parks and Recreation 

Date: October 22, 2013

RE: Buzzy Kids – Programming at Enchanted Forest Community Center

RECOMMENDATION

Staff is recommending that the Mayor and City Council execute a memorandum of understanding (MOU) with the Buzzy Kids, Inc. to provide a parent-led curriculum at Enchanted Forest Community Center that focuses on the arts, community organization and leadership.

BACKGROUND

Buzzy Kids is a non-profit corporation that offers high quality, affordable education activities for children between the ages of two to six. Since its inception in 2011, Buzzy Kids has grown from a parent-ran playgroup that operated out of the homes of parents to an organization that serves over 200 families and is in need of a facility. Buzzy Kids has created an early learning cooperative model whose success is built upon family participation. This participation is vital to the development of each child and is educational to the involved parent at the same time.

Currently, the community center is underutilized and the proposed schedule and terms work well for both parties. By housing this program at the Enchanted Forest, City residents will have a location close to home that offers affordable programming for their young children. The initial term of the MOU will run through May 2014 and can be extended for the following school year upon agreement of both parties. This program is anticipated to be a slight revenue generator for the City.

ATTACHMENTS

Resolution
Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BUZZY KIDS, INC., TO FACILITATE A PARENT-LED EDUCATIONAL PROGRAM AT THE ENCHANTED FOREST COMMUNITY CENTER FOCUSING ON THE ARTS, COMMUNITY ORGANIZATION AND LEADERSHIP, FOR CHILDREN BETWEEN TWO (2) THROUGH SIX (6) YEARS OF AGE; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, Buzzy Kids, Inc. (“Buzzy Kids”), is a Florida not-for-profit community organization with the mission of involving children, parents, and the community with early childhood education, dedicated for children between the ages of two (2) through six (6) years; and

WHEREAS, Buzzy Kids desires to institute a program at the Enchanted Forest- Elaine Gordon Park Community Center, located at 1725 NE 135th Street, to provide an affordable, high quality parent-led curriculum focusing on the arts, community organization and leadership (“Program”); and

WHEREAS, participation in the Program is considered a vital component to the development of children, while offering immeasurable benefit to participating parents and the community at large; and

WHEREAS, City administration desires to support and facilitate Buzzy Kids’ commitment to improving the quality of life for the children in our community; and

WHEREAS, the Mayor and City Council find that entering into a Memorandum of Understanding, in substantially the attached form, to facilitate the provision of Program services is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Memorandum of

Understanding, in substantially the attached form, between the City of North Miami and Buzzy Kids, Inc., to facilitate a parent-led educational program at the Enchanted Forest Community Center focusing on the arts, community organization and leadership, for children between two (2) through six (6) years of age.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
BUZZY KIDS, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of _____, 2013, by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 (hereinafter "City"), and **Buzzy Kids, Inc.** a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 915 NW 1st Avenue, Apt H1106, Miami, FL 33136 (hereinafter "Buzzy Kids"). The City and Buzzy Kids shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, Buzzy Kids is a Florida not-for-profit community organization with the mission of involving parents and the community with early childhood education, for two (2) through six (6) year-old children; and

WHEREAS, Buzzy Kids desires to institute a program at the Enchanted Forest- Elaine Gordon Park Community Center, located at 1725 NE 135 Street, North Miami, to provide a parent-led curriculum focusing on the arts, community organization and leadership, as more particularly described in the attached "Exhibit A" ("Program"); and

WHEREAS, the City Manager desires to support and facilitate Buzzy Kids' commitment to improving the quality of life for the children in our community.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The term of this MOU shall commence on November 1, 2013, and continue through May 31, 2014, unless earlier terminated by either Party with or without cause. This MOU may be renewed in writing for an additional term of one (1) year with the consent of the Parties.

2. In addition to the responsibilities stated in this MOU, Buzzy Kids shall provide the following to the City:

2.1 All of the necessary planning and coordination for a school calendar year educational Program for up to fifty (50) participants for children between the ages of two (2) through six (6);

2.2 Building Hours: Monday – Friday 8:00 am – 12:00 pm and 1:00 pm – 5:00 pm
Program Hours: Monday – Friday 9:00 am – 11:30 am and 2:00 pm – 4:30 pm;

2.3 Provide one (1) Program supervisor and one (1) site leader throughout the Program Hours;

2.4 Liability Insurance coverage with City named as additional insured;

2.5 Provide the City with twenty percent (20%) of all revenues generated by the Program registration, as provided by the Program supervisor; and

2.6 Promote and provided marketing of the Program.

3. In addition to the responsibilities stated in the MOU, the City agrees to the following:

3.1 Provide access to the Enchanted Forest Elaine Gordon Park Community Center at 1725 NE 135 Street, Monday through Friday during the hours of: 8:00 am through 2:00 pm and 1:00 pm through 5:00 pm throughout the duration of the MOU;

3.2 Clean and maintain the facility; and

3.3 Provide two (2) monthly reviews, every two (2) weeks of Buzzy Kids' compliance with the terms and conditions of this MOU, including a report of findings to be made available to Buzzy Kids within ten (10) business days of the completion of the review.

4. Buzzy Kids shall maintain all related records including, but not limited to the following:

4.1 A current roster with all participants' names, addresses, and phone numbers;

4.2 Completed and executed Release and Waiver of Liability Forms for each participant, copies of which, shall be delivered to the Director of Parks and Recreation or its designee;

4.3 A log of comments or complaints when received pertaining to the Program services provided under this MOU;

4.4 Copies of all comments or complaints received in writing, relating in any way to the Program services provided under this MOU; and

4.5 Submit to the Director of Parks and Recreation or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes, for all Buzzy Kids personnel or members who have direct contact with Program participants.

5. Throughout the term of this MOU, Buzzy Kids, Inc. shall maintain the following insurance policies:

5.1 Comprehensive General Liability Insurance in an amount not less than One Million Dollars and no cents (\$1,000,000.00) combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insured, with all necessary endorsements showing the City as a first party insured.

5.2 The Comprehensive General Liability Insurance coverage as required above shall include those classifications listed in Standard Liability Insurance Manuals, which are applicable to the operations of Buzzy Kids in the performance of this MOU.

- 5.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best Company, latest edition. The City shall also be included as additional insured for general and auto liability. A valid certificate of insurance shall be provided to the City's Risk Management Division during the course of this MOU. The City shall be notified within thirty (30) days of any notice of cancellation or non-renewal of insurance policies applicable to this MOU. **Buzzy Kids, Inc.** will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.
6. Buzzy Kids agrees that any news release or other type of publicity pertaining to the Program must recognize the City as a partner in this endeavor.
7. In the event Buzzy Kids fails to comply with any term or condition of this MOU, or fails to perform any of its obligations hereunder, then Buzzy Kids shall be in default. The City shall have the right to terminate this MOU in the event Buzzy Kids fails to cure a default within five (5) business days after receiving Notice of Default. Buzzy Kids understands and agrees that termination of this MOU under this section shall not release Buzzy Kids from any obligations accruing prior to the effective date of termination.
8. Buzzy Kids understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.
9. No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
10. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this MOU, shall survive termination or completion of the MOU.
11. Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.
12. No modification or amendments to this MOU shall be binding on either Party unless in writing and signed by both Parties.

13. The City reserves the right to inspect or audit the records of **Buzzy Kids, Inc.** as they pertain to this MOU, at any reasonable time during the term of this MOU and for a period of three (3) years after the MOU is terminated or completed.

14. Buzzy Kids agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15. Buzzy Kids agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

16. Buzzy Kids shall assume full responsibility for any damage to property, any areas or land resulting from the performance of this MOU.

17. Buzzy Kids shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Program under this MOU to prevent damage, injury or loss to property, participants or anyone else in the area.

18. Buzzy Kids, Inc. shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of Buzzy Kids, Inc. its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU.

19. The Parties will each designate a representative, which may be changed upon written notice, to serve as the liaison between them with respect to the terms and conditions of this MOU. All notices, demands, correspondence and communications between the City and Buzzy Kids, Inc. shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

To: Buzzy Kids, Inc.
Attn: Patricia Leon, Principal Organizer
915 NW 1 Avenue, Apt H1106
Miami, FL 33136

To CITY: City of North Miami
Attn: City Manager
776 NE 125th Street
North Miami, FL 33161

With a copy to: City of North Miami
Office of the City Attorney
776 NE 125th Street
North Miami, FL 33161

20. Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

21. In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this MOU, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Buzzy Kids, Inc., a Florida not-for-profit corporation: **"Buzzy Kids"**

Corporate Secretary or Witness:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal corporation: **"City"**

By: _____

Michael A. Etienne, Esq.
City Clerk

By: _____

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Regine M. Monestime, Esq.
City Attorney



Buzzy Kids Village

A Parent-Led Early Learning Montessori Collaborative Space

Buzzy Kids was founded in 2011 by a mom who saw the need for high quality, and affordable educational activities in Miami. In two years Buzzy Kids has matured from a small, parent-ran playgroup to a Non For Profit organization serving more than 200 families between Miami and Broward.

Buzzy Kids is a parent-aided organization/community where "cooperative" means just that: families are responsible for the development, fundraising and maintenance of the community. Parents share the responsibility of upholding the community's guiding principles, facilitated through the founder. With the facilitators and parents we continuously work towards our ultimate goal of blending community with education, while respecting our differences.

During these first two years, Buzzy Kids moved from homes, parks and venues to offer classes where our children had the opportunity to be expose to new and different experiences.

Justification of our project

There are two main reasons that motivate us to continue moving forward in our community:

1. Currently many children under 3 years old are enrolled in a Daycare and Preschools because of the parent's frustration (and in many cases lack of knowledge) about how to deal with the normal changes a child goes through.

2. More and more parents interest increases on the various educational methodologies and how to expose their children to them.

Through our proposal, we are looking for the following:

a) Support the family economy – by creating our own calendar of educational activities most of them free or at a fraction of the cost compared to the alternatives on the market.

b) Emotional Support - provided by being part of a community of parents that share similar situations, challenges and frustrations for a SAHP and thus finding the support from each other.

c) Delay in sending children to Preschool - the first 6 years of a child's life is the most important for the development of emotional bonds with their parents. Through the inclusion of families to our community we are getting parents to delay their decision to send their children to a daycare or a preschool waiting mostly until the age required to start school.

ANTECEDENTES DEL PROYECTO

The high cost for infant stimulation programs and high age range minimum required for educational programs on the market were the primary reasons why Buzzy Kids, Inc. is created.



Buzzy Kids, Inc.

Buzzy Kids Village

Early Learning Montessori Collaborative Space

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Buzzy Kids currently has the following stable programs in our calendar for members of our community:

Free Story Time

Free Field Trips

Free Sign Language Class

Free Parenting Class with UM

Free Baby & Me Class with UM

Free Story time with Brickell Int. Academy

Free Baby & Me with Brickell Int. Academy

Free Conscious Discipline Support Group

Free SAHP Support Group

Free Messy Time!

Free RecycleArt!

Mommy & Me at Seaquarium

Mommy & Me at Zoo

Mommy & Me at Jungle Island

Field trips to different venues around Miami & Broward

Dolphin interaction program

Green Earth Program @ Organic Farm

Science Discovery program @ Enchanted Forest

Conscious Discipline Program

Fit n' Fun with Kidokinetics

Family Movie Afternoon with Miami Beach Cinematheque

Through the opening of Buzzy Kids Village, we want to achieve the following:

We want to offer thru Buzzy Kids Village a natural, nurturing and stimulating curriculum based on Montessori Approach for early education reason why Enchanted Forest park is the dreamed place for our parents to start with this project.

Our Parent-Led curriculum focuses on arts, community organization, leadership with a model to emphasizes the development of critical thinking skills and artistic expression. Children will have the opportunity to work both individually and in groups at their level while gaining new skills and developing positive social relationships.

We want to keep class sizes small (8:1 ratio) in order to deliver an enriching and supportive learning environment that best develops our children's abilities based on their own interests.

One of the challenges Buzzy Kids is facing is the location irregularity. Even though we minimize costs by holding classes and/or activities in parents homes, this is not optimal since it creates routine disruption for the children and distance conflict with the parents.



Buzzy Kids, Inc.

Buzzy Kids Village

Early Learning Montessori Collaborative Space

With a permanent space to hold classes we will be able to incorporate on our program a Montessori based curriculum for children between 2 to 6 years than includes math, science, geography, history, sensory development, arts and music and each parents will having the opportunity to build their own schedule depending the child age, time available, interest and how much they can afford.

Enchanted forest park offers an ideal location that is covinient to the majority of the parents in our community.

The direct number of beneficiaries will be the 200 families that are currently part of our community as well as the total population of the city of North Miami. The indirect beneficiaries will be families interested in our proposal but which belong to other cities.

During the first months, decisions shall be taken by Buzzy Kids, Inc. Board.

Initially the program has a small fund result from activities carried out through the last year, in addition to the initial contribution of its founder and donations from members of the community and the income obtained through the payment for registration and classes.

Work Plan

Over time, Buzzy Kids has matured from a small parent-run playdate into a large community. The goal with Buzzy Kids Village is that member families will be responsible for the development, fundraising and maintenance of the Early Learning Co-op. The Director will be responsible for daily operations, supervision of parents/facilitators and curriculum development and also for managing the financial matters of the Early Learning Cooperative. Each class-group will be led by a Parent / Facilitator and one or two assistant facilitators who care for and teach the children.

Participation of each family is critical for the effective operation of the Early Learning Cooperative. The cooperative model also provides great benefit for the members through the unique ownership and sense of belonging it builds.

Responsibilities for each family:

- Participate in school space clean up once a month
- Participate in fundraising tasks set by the fundraising committee
- Serve actively on a committee
- Attend 2 to 3 annual general membership meetings

During the time Buzzy Kids, Inc. will be using the Community Center at Enchanted Forest offered to the city:

- To be responsible for maintenance expenses (electricity, internet, cleaning and other indicated by the city).



Buzzy Kids, Inc.

Buzzy Kids Village

Early Learning Montessori Collaborative Space

- To hire an insurance for the activities held on the Center between August to may of each year.